Weber County Parks and Recreation

Riverdale Pavilion License to Use

This agreement made this(Today's Date)	between Weber County, hereafter called COUNTY,				
and	of				
(Your Name)					
(Address)	(Phone)				
hereafter called LICENSEE, for the license	to use the Riverdale Pavilion located on the Fairgrounds on				
	e purpose of				
(Date of Rental)	(Event - Be Specific)				
Reservation time request: *Times can Please Circle One 8AM – 2PM – \$50	nnot be adjusted to accommodate a reservation.				
3PM – 9PM/DUSK - \$50					
8AM – DUSK (FULL DAY RENTA	AL) - \$100				

- 1. General information: Payment for license to use the Pavilion is due and payable to the Recreation office at the time of the signing of this license to use. Cancellations will be honored 14 days prior to use time with a \$15 reservation fee being withheld from the refund for a partial day rental, \$30 from the full day rental. No refunds will be given for cancellations made later than 14 days prior to the use time. The Pavilion closes at dusk therefore activities are not allowed to continue after sundown.
- 2. COUNTY reserves the right to cancel this license to use by providing written cancellation 14 days in advance of the scheduled event. Any deposit paid for the license to use will be returned to LICENSEE in full.
- 3. LICENSEE shall not enter the pavilion area earlier than one hour prior to the scheduled use time and will promptly vacate at the conclusion of the scheduled time. No participant of one group shall infringe on the use time of another group. Should this occur, the LICENSEE will forfeit awarded time for the remainder of the license to use and not receive a refund in full or in part.
- 4. No LICENSEE is permitted to sublet use time to another group. Any cancellations will be filled by the Parks and Recreation office personnel.
- 5. Any participant whose behavior is deemed by the Parks staff, in their sole discretion, to be dangerous or obnoxious to others using the facility, shall be barred from the facilities, asked to vacate the facilities and will forfeit the remainder of the use time and not receive a refund in full or in part.
- 6. As per Ogden City's noise ordinance, (12-14-6-D-1-a): no person shall operate a sound amplification device or musical instrument between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. in a way that is clearly audible at the property line of a residential premises.
- 7. Only alcoholic beverages of 5 per centum of alcohol or less are allowed. Alcoholic beverages in kegs, barrels, or containers larger than 32 oz. are not allowed. Anyone found violating this rule will be asked to leave the facility and will not receive any refund of fees paid.

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8.	(flace	hottles	are	not	allowed	on	the	premises.
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- 9. LICENSEE is responsible for replacement costs of damages to the facility licensed during the LICENSEE's contracted time, due to the LICENSEE or participants with LICENSEE's party actions.
- 10. If it is deemed by the COUNTY that the LICENSEE has misrepresented the nature of the event that this Licensee Agreement addresses, the COUNTY may refuse to permit the event and/or terminate the agreement and the LICENSEE will forfeit any deposit made for said event.
- 11. Neither party shall be liable for damages due to the delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but are not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

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premises used LICENSEE h employees, fr	I by the LICENSEE or an ereby agrees to indemnift om and against any and a	rising out of LICE fy and save harmle all claims resulting	NSEE's performance ss Weber County, it'	of this agreement. s officers, agents and	ne
WORKER'S	COMPENSATION (Plea	ase initial the one a	applicable to your even	ent):	
A.	agrees to secure work	ers' compensation	insurance for any en		
B.	certifies that LICENS sub-contractors, and is requirements. LICEN	EE is a sole propri s therefore not sub NSEE agrees to de	etor or business entit ject to worker's comp fend, indemnify and	y without any employees opensation insurance	r
license to use of provisions	is held by the courts to be shall not be affected, and	oe illegal or otherw d the rights and obl	rise invalid, the validing igations of the partie	ity of the remaining portions shall be construed and	18
any prior und	erstanding or representat	ion of any kind pro	eceding the date of th	is license to use shall not b	ю
			secuted this license to	o use at Ogden City, Weber	•
errario, Directo	or		Licensee		
			Date		
	affected performance affected performance in the premises used LICENSEE hemployees, for LICENSEE's WORKER'SA. B. SEVERABIL license to use of provisions enforced as iff. This license to any prior undefinding upon the sess of the license to the licens	LICENSEE hereby assumes all liability premises used by the LICENSEE or at LICENSEE hereby agrees to indemnife employees, from and against any and LICENSEE's invitees, licensees, agent WORKER'S COMPENSATION (PleA. LICENSEE's WITH agrees to secure work working to produce theB. LICENSEE's WITHOUT certifies that LICENS sub-contractors, and is requirements. LICENSEE's without from and against any SEVERABILITY: It is understood and license to use is held by the courts to be of provisions shall not be affected, and enforced as if the license to use did not the license to use constitutes the entition and prior understanding or representate binding upon either party except to the ess of the license to use between them,	LICENSEE hereby assumes all liability for any claim, in premises used by the LICENSEE or arising out of LICEL LICENSEE hereby agrees to indemnify and save harmle employees, from and against any and all claims resulting LICENSEE's invitees, licensees, agents and employees. WORKER'S COMPENSATION (Please initial the one as agrees to secure workers' compensation working to produce this event (Utah Law LICENSEE's WITHOUT EMPLOYEES AN agrees to secure workers' compensation working to produce this event (Utah Law LICENSEE's WITHOUT EMPLOYEES certifies that LICENSEE is a sole propri sub-contractors, and is therefore not sub requirements. LICENSEE agrees to de from and against any and all workers' compensation working to provision and agreed by the particense to use is held by the courts to be illegal or otherw of provisions shall not be affected, and the rights and obtenforced as if the license to use did not contain the particent of the license to use constitutes the entire license to use be any prior understanding or representation of any kind probinding upon either party except to the extent incorporate less of the license to use between them, the parties have extend the day and year first written above.	LICENSEE hereby assumes all liability for any claim, injury or damage that opremises used by the LICENSEE or arising out of LICENSEE's performance LICENSEE hereby agrees to indemnify and save harmless Weber County, it's employees, from and against any and all claims resulting from the use of pren LICENSEE's invitees, licensees, agents and employees. WORKER'S COMPENSATION (Please initial the one applicable to your eventually agrees to secure workers' compensation insurance for any en working to produce this event (Utah Law, 35-1-46). B. LICENSEE's WITHOUT EMPLOYEES AND/OR SUB-CONTR agrees to secure workers' compensation insurance for any en working to produce this event (Utah Law, 35-1-46). B. LICENSEE's WITHOUT EMPLOYEES AND/OR SUB-CO certifies that LICENSEE is a sole proprietor or business entit sub-contractors, and is therefore not subject to worker's comprequirements. LICENSEE agrees to defend, indemnify and I from and against any and all workers' compensation claims. SEVERABILITY: It is understood and agreed by the parties that if any part, tlicense to use is held by the courts to be illegal or otherwise invalid, the valid of provisions shall not be affected, and the rights and obligations of the partie enforced as if the license to use did not contain the particular part, term, or provisions in the particular part, term, or provisions of the partie to use constitutes the entire license to use between the COUNTY any prior understanding or representation of any kind preceding the date of the binding upon either party except to the extent incorporated in this license to use so of the license to use between them, the parties have executed this license to the country of the parties have executed this license to the country of the parties have executed this license to the country of the parties have executed this license to the country of the parties have executed this license to the country of the parties have executed this license to the country of the parties have executed this license to the country of t	LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the LICENSEE or arising out of LICENSEE's performance of this agreement. LICENSEE hereby agrees to indemnify and save harmless Weber County, it's officers, agents and employees, from and against any and all claims resulting from the use of premises by the LICENSEE, the LICENSEE's invitees, licensees, agents and employees. WORKER'S COMPENSATION (Please initial the one applicable to your event): A. LICENSEE's WITH EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE agrees to secure workers' compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-1-46). B. LICENSEE's WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSE certifies that LICENSEE is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to worker's compensation insurance requirements. LICENSEE agrees to defend, indemnify and hold harmless the COUNT from and against any and all workers' compensation claims. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this license to use is held by the courts to be illegal or otherwise invalid, the validity of the remaining portion of provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the license to use did not contain the particular part, term, or provision held to be invalid. This license to use constitutes the entire license to use between the COUNTY and the LICENSEE and any prior understanding or representation of any kind preceding the date of this license to use shall not be binding upon either party except to the extent incorporated in this license to use at Ogden City, Weber to the license to use between them, the parties have executed this license to use at Ogden City, Weber to the license to use between them, the parties have executed this license to use at Ogden City, Weber to th

Form Date 05/21